

DONNA L. SOTO, ADMINISTRATRIX OF THE ESTATE OF VICTORIA L. SOTO et al.	:	SUPERIOR COURT
	:	
Plaintiffs,	:	JUDICIAL DISTRICT OF FAIRFIELD
	:	
v.	:	AT BRIDGEPORT
	:	
BUSHMASTER FIREARMS INTERNATIONAL, LLC, et al.	:	AUGUST 18, 2016
	:	
Defendants.	:	

REMINGTON’S RESPONSE TO PLAINTIFFS’ MOTION FOR EXTENSION OF TIME TO OBJECT AND/OR RESPOND TO THE REMINGTON DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT

Defendants, REMINGTON ARMS COMPANY, LLC and REMINGTON OUTDOOR COMPANY, INC. (“Remington”) respond to Plaintiffs’ Motion for Extension of Time to Object and/or Respond to the Remington Defendant’s Motion for Summary Judgment, as follows:

Remington does not object to the Court setting a briefing schedule and a hearing date on its Motion for Summary Judgment that accommodates the vacation schedules of Plaintiffs’ counsel. However, Remington objects to Plaintiffs’ request that they be given until September 30, 2016 to file either (1) an objection that Plaintiffs need not respond at all on the merits of Remington’s motion, or (2) a request that Plaintiffs be given even more time to address the arguments and evidence presented in Remington’s motion. There is no practical reason why the parties cannot discuss the time Plaintiffs need to respond substantively to the legal and factual bases of Remington’s summary judgment motion at the upcoming August Status Conference, permitting the Court to set a briefing schedule and a hearing date.¹

¹ Remington filed its motion for summary judgment on August 1, 2016. Under Practice Book Section 17-45, Plaintiffs had ten days from the date of filing to request a thirty day extension of time to respond to the motion. They did not file such a request.

Plaintiffs’ “belief” that the Court’s Scheduling Order sets November 6, 2017 as the date for Plaintiffs’ response to Remington’s summary judgment motion is unfounded. In the Scheduling Order, the Court set an end of the case deadline by which “motions for summary judgment shall be filed.” The Scheduling Order does not, however, preclude filing of summary judgment motions before the deadline set forth in the order. Summary judgment “is designed to eliminate the delay and expense” incident to litigation “when there is no real issue to be tried.” *Kakadelis v. DeFabritis*, 191 Conn. 276, 281 (1983). Waiting to address and resolve simple, discreet issues by summary judgment until late 2017 in order for discovery to be completed on unrelated issues not only makes little sense, it will result in inefficiency and a burden on the resources of the Court and the parties. In any event, Practice Book Section 17-44 provides that “[i]f a scheduling order has been entered by the court, either party may move for summary judgment as to any claim or defense as a matter of right *by the time* specified in the scheduling order.” (emphasis added). Remington was well within its right to file a motion for summary judgment now.

Remington’s motion for summary judgment is not complicated. The motion is partly based on facts acknowledged by Plaintiffs in their Amended Complaint, specifically that they lack standing to maintain a CUTPA action and that they did not file their CUTPA action within the jurisdictional prerequisite three-year limitations period governing CUTPA claims. The parties have already briefed these issues extensively. The remainder of Remington’s summary judgment motion addresses Plaintiffs’ negligent entrustment action under a PLCAA exception to immunity, and, specifically, whether Bushmaster Firearms International, LLC, (“BFI”),² the manufacturer of the firearm used in the shooting, was a statutorily-defined “seller” of the firearm.

² BFI was merged into Remington Arms Company, LLC in 2011, after the firearm involved in the shooting had been manufactured and sold by BFI.

Remington supported its motion with evidence that BFI was not a “seller” based on (1) United States government records establishing that BFI was not licensed by the federal government as firearms “dealer” under 18 U.S.C. § 923(a) when the firearm was sold, a prerequisite to being a “seller” under the PLCAA, and (2) an affidavit from BFI’s BATF Compliance Specialist, attesting to the same fact – BFI was not licensed as a “dealer” when it manufactured and sold the firearm. Based on this discreet fact, BFI was not a statutorily-defined “seller” of the firearm involved in the shooting and, therefore, under the PLCAA, BFI cannot be sued for negligent entrustment. Plaintiffs cannot credibly argue that they need substantial time in order to respond to the simple legal and factual matters raised in Remington’s summary judgment motion.

WHEREFORE, Defendants, REMINGTON ARMS COMPANY, LLC and REMINGTON OUTDOOR COMPANY, INC. respectfully requests that Plaintiffs’ Motion for Extension of Time to Object and/or Respond to the Remington Defendant’s Motion for Summary Judgment be denied, and that a briefing schedule and hearing date be set on Remington’s Motion for Summary Judgment.

THE DEFENDANTS,

REMINGTON ARMS CO., LLC and
REMINGTON OUTDOOR COMPANY, INC.

BY: /s/ Scott M. Harrington/#307196

Jonathan P. Whitcomb

Scott M. Harrington

DISERIO MARTIN O’CONNOR &

CASTIGLIONI LLP #102036

One Atlantic Street

Stamford, CT 06901

(203) 358-0800

jwhitcomb@dmoc.com

sharrington@dmoc.com

James B. Vogts (pro hac vice #437445)
Andrew A. Lothson (pro hac vice #437444)
SWANSON, MARTIN & BELL, LLP
330 North Wabash, Suite 3300
Chicago, IL 60611
(312) 321-9100
jvogts@smbtrials.com
alothson@smbtrials.com

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was e-mailed on August 18, 2016 to the following counsel:

Koskoff Koskoff & Bieder, PC
350 Fairfield Avenue
Bridgeport, CT 06604
jkoskoff@koskoff.com
asterling@koskoff.com
khage@koskoff.com

Renzulli Law Firm LLP
81 Main Street
Suite 508
White Plains, NY 10601
crenzulli@renzullilaw.com
sallan@renzullilaw.com

Peter M. Berry, Esq.
Berry Law LLC
107 Old Windsor Road, 2nd Floor
Bloomfield, CT 06002
firm@berrylawllc.com

/s/ Scott M. Harrington/#307196
Scott M. Harrington